

|  |  |   |   |   |              |   |         |
|--|--|---|---|---|--------------|---|---------|
| <b>AWARD/CONTRACT</b>  |  | 1. This Contract Is A Rated Order Under DPAS (15 CFR 700) |   | Rating DOA5   | Page 1 Of 44 |   |         |
| 2. Contract (Proc. Inst. Ident) No.<br>DAAE20-02-D-0048  |  | 3. Effective Date<br>2002JUN11                            |   | 4. Requisition/Purchase Request/Project No.<br>SEE SCHEDULE   |              |   |         |
| 5. Issued By<br>TACOM-ROCK ISLAND<br>AMSTA-AQ-ARCC<br>WILLIAM MOSCOSO (309)782-3404<br>ROCK ISLAND IL 61299-7630<br><br>e-mail address: MOSCOSOW@RIA.ARMY.MIL  |  | Code W52H09   | 6. Administered By (If Other Than Item 5)<br>DCMA MANCHESTER<br>2 WALL ST<br>MANCHESTER NH 03101-1518                 |   | Code S3319A  |   |         |
| 7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code)<br>SAINT-GOBAIN PERFORMANCE<br>PLASTICS CORPORATION<br>701 DANIEL WEBSTER HWY<br>MERRIMACK NH 03054-2713<br><br>TYPE BUSINESS: Large Business Performing in U.S.   |  |   | 8. Delivery<br><input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE |   |              |   |         |
| Code 55926 Facility Code   |  |   | 9. Discount For Prompt Payment  |   |              |   |         |
| 11. Ship To/Mark For<br>SEE SCHEDULE   |  |   | 10. Submit Invoices (4 Copies Unless Otherwise Specified)   |   | Item 12      |   |         |
| 12. Payment Will Be Made By<br>DFAS COLUMBUS CENTER<br>NORTH ENTITLEMENT OPERATIONS<br>PO BOX 182266<br>COLUMBUS OH 43218-2266   |  |   | To The Address Shown In:  |   |              |   |         |
| 13. Authority For Using Other Than Full And Open Competition:<br><input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)( )   |  |   | 14. Accounting And Appropriation Data   |   |              |   |         |
| 15A. Item No.<br>SEE SCHEDULE  | 15B. Schedule Of Supplies/Services<br>CONTRACT TYPE:<br>Firm-Fixed-Price | 15C. Quantity   | 15D. Unit   | 15E. Unit Price   | 15F. Amount  |   |         |
| Contract Expiration Date: 2006DEC31  |  |   | 15G. Total Amount Of Contract  \$0.00   |   |              |   |         |
| <b>16. Table Of Contents</b>   |  |   |   |   |              |   |         |
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| X  | A  | Solicitation/Contract Form                                | 1   | X   | I            | Contract Clauses  | 27      |
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| X  | C  | Description/Specs./Work Statement                         | 12  | X   | J            | List of Attachments   | 44      |
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| X  | E  | Inspection and Acceptance                                 | 16  |   | K            | Representations, Certifications, and Other Statements of Offerors |         |
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| X  | H  | Special Contract Requirements                             | 24  |   |              |   |         |
| Contracting Officer Will Complete Item 17 Or 18 As Applicable  |  |   |   |   |              |   |         |
| 17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) |  |   |   | 18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. |              |   |         |
| 19A. Name And Title Of Signer (Type Or Print)  |  |   |   | 20A. Name Of Contracting Officer<br>JOYCE L KLEIN<br>KLEINJ@RIA.ARMY.MIL (309)782-5051  |              |   |         |
| 19B. Name of Contractor  |  | 19c. Date Signed  |   | 20B. United States Of America   |              | 20C. Date Signed  |         |
| By _____<br>(Signature of person authorized to sign)   |  |   |   | By _____ /SIGNED/<br>(Signature of Contracting Officer)   |              | 2002JUN11   |         |
| NSN 7540-01-152-8069<br>PREVIOUS EDITIONS UNUSABLE   |  |   |   | 25-106<br>GPO : 1985 0 - 478-632  |              |   |         |
|  |  |   |   | Standard Form 26 (Rev. 4-85)<br>Prescribed By GSA-FAR (4.8 CFR) 53.214(a)   |              |   |         |

|  |  |                            |
|--|--|----------------------------|
| <b>CONTINUATION SHEET</b>                                      | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> DAAE20-02-D-0048 <b>MOD/AMD</b> | <b>Page</b> 2 <b>of</b> 44 |
| <b>Name of Offeror or Contractor:</b> SAINT-GOBAIN PERFORMANCE |  |                            |

SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <https://aais.ria.army.mil>

| Regulatory Cite  | Title  | Date     |
|--|--|----------|
| A-1            HQ, DA  | NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES | JUL/1993 |
| (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.  |  |          |
| (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.  |  |          |
| (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so. |  |          |
| (AA7020)   |  |          |
| A-2            52.201-4501<br>TACOM-RI   | NOTICE ABOUT TACOM-RI OMBUDSMAN                                | APR/2002 |
| a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.  |  |          |
| b. If you think that this solicitation: <ol style="list-style-type: none"> <li>has inappropriate requirements; or</li> <li>needs streamlining; or</li> <li>should be changed</li> </ol>  |  |          |
| you should first contact the buyer or the Procurement Contracting Officer (PCO).   |  |          |
| c. The buyer's name, phone number and address are on the cover page of this solicitation.  |  |          |
| d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:   |  |          |
| U.S. Army TACOM-RI<br>AMSTA-AQ-AR (OMBUDSMAN)<br>Rock Island IL 61299-7630<br>Phone: (309) 782-3224<br>Electronic Mail Address: <a href="mailto:ombudsman@ria.army.mil">ombudsman@ria.army.mil</a>   |  |          |
| e. If you contact the Ombudsman, please provide him with the following information: <ol style="list-style-type: none"> <li>TACOM-RI solicitation number;</li> <li>Name of PCO;</li> <li>Problem description;</li> <li>Summary of your discussions with the buyer/PCO.</li> </ol>   |  |          |
| (End of clause)  |  |          |

(AS7006)

A-352.210-4516COMMERCIAL EQUIVALENT ITEM(S)JUN/1998  
TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

A-452.211-4506INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDSDEC/1997  
TACOM-RI

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

| SPI | MILITARY/FEDERAL<br>SPEC/STANDARD | LOCATION OF<br>REQUIREMENT | FACILITY | ACO |
|-----|-----------------------------------|----------------------------|----------|-----|
|     |                                   |                            |          |     |
|     |                                   |                            |          |     |
|     |                                   |                            |          |     |
|     |                                   |                            |          |     |

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN PRICE \$  
CLIN PRICE \$  
CLIN PRICE \$  
CLIN PRICE \$

(End of clause)

| CONTINUATION SHEET | Reference No. of Document Being Continued<br>PIIN/SIIN DAAE20-02-D-0048 MOD/AMD | Page 4 of 44 |
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|--------------------|---|--------------|

Name of Offeror or Contractor: SAINT-GOBAIN PERFORMANCE

(AS7008)

A-5

52.233-4503

AMC-LEVEL PROTEST PROGRAM

JUN/1998

TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
5001 Eisenhower Avenue  
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680  
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

A-6

52.243-4510

DIRECT VENDOR DELIVERY

JAN/1999

TACOM-RI

In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below:

(End of clause)

(AS7012)

A-7

52.246-4538

CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2

JUN/1998

TACOM-RI

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

|  |  |  |
|--|--|--|
| <p style="text-align: center;"><b>CONTINUATION SHEET</b></p> | <p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE20-02-D-0048      MOD/AMD</p> | <p style="text-align: center;"><b>Page 5 of 44</b></p> |
|--|--|--|

**Name of Offeror or Contractor:** SAINT-GOBAIN PERFORMANCE

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-6591.

(END OF CLAUSE)

(AS7502)

1. THE ALPHA SOLICITATION DOCUMENT DAAE20-01-R-0095 WAS NOT EXECUTED. THIS AWARD DOCUMENT DAAE20-02-D-0048 SUPERCEDES THE SOLICITATION DOCUMENT.

2. THIS AWARD IS FOR ITAP SUIT WHICH INCLUDES THE PIC PASS-THROUGH, SCBA INLET, CASS INLET AND THE SCBA GAUGE SPLASH.

3. THIS AWARD IS A FIXED PRICE, 3 YEAR REQUIREMENTS TYPE CONTRACT (SEE FAR 16.503) WITH TWO 1 YEAR OPTIONS TO EXTEND THE PERIOD OF PERFORMANCE. PRICES ARE AS STATED ON ATTACHEMENT 003 FOR EACH QUANTITY RANGE. THE CONTRACT INCLUDES FIVE ORDERING PERIODS AS SET FORTH BELOW. THE ORDERING PERIODS AND THE ESTIMATED REQUIREMENTS AND DATES COVERED BY THE REQUIREMENTS ARE AS FOLLOWS. THE APPLICABLE CONTRACT LINE ITEMS NUMBERS (CLINS) ARE LISTED IN SECTION B.

| ORDERING PERIOD | ESTIMATED REQUIREMENT | ORDER PERIOD TIMEFRAME                                 |
|-----------------|-----------------------|--|
| 01              | 700 EA VARIOUS SIZES  | DATE OF BASIC CONTRACT AWARD THROUGH DECEMBER 31, 2002 |
| 02              | 500 EA VARIOUS SIZES  | JANUARY 1, 2003 THROUGH SEPTEMBER 30, 2003             |
| 03              | 500 EA VARIOUS SIZES  | OCTOBER 1, 2003 THROUGH SEPTEMBER 30, 2004             |
| OPTION 1/OP04   | 500 EA VARIOUS SIZES  | OCTOBER 1, 2004 THROUGH SEPTEMBER 30, 2005             |
| OPTION 2/OP05   | 500 EA VARIOUS SIZES  | OCTOBER 1, 2005 THROUGH SEPTEMBER 30, 2006             |

THE PROJECTED MINIMUM AND MAXIMUM QUANTITY ORDERING RANGES ARE SOLELY FOR THE PURPOSE OF ESTABLISHING REASONABLE RANGES OF QUANTITIES AGAINST WHICH TO PROVIDE PRICES AND TO ESTABLISH ORDERING LIMITATIONS. THE GOVERNMENT IS UNDER NO OBLIGATION TO ORDER ANY QUANTITY UNDER THIS REQUIREMENTS CONTRACT.

PRICES ARE SET FORTH ON ATTACHMENT 003 OF THIS DOCUMENT. THE PRICES ARE BASED ON A MINIMUM ORDER OF 500 UNITS PER ORDERING PERIOD AND A CONTINUOUS MINIMUM DELIVERY RATE OF 50 UNITS PER MONTH, STARTING WITH THE FIRST PRODUCTION DELIVERY ORDER. THE PRICES ARE FURTHER BASED ON THE FIRST ORDER BEING PLACED ON OR BEFORE 28 JUN 2002. IN THE EVENT THAT THE GOVERNMENT FAILS TO MEET ANY OF THESE CONDITIONS, THE CONTRACTOR MAY EITHER (1) REJECT THE ORDER AND REQUEST A PRICE RENEGOTIATION OR (2) ACCEPT THE ORDER IN WRITING. THE GOVERNMENT IS NOT OBLIGATED TO RENEGOTIATE PRICE. IN THE EVENT THAT THE PARTIES ARE UNABLE OR UNWILLING TO RENEGOTIATE PRICE, THE TERMS OF THIS CONTRACT SHALL EXPIRE ON ITS OWN ACCORD WITHOUT FURTHER COST TO EITHER PARTY.

ALL DELIVERY ORDERS WILL BE ISSUED UTILIZING THE UNIT PRICE(S) PROPOSED FOR THE APPLICABLE QUANTITY BY ORDERING PERIOD, LISTED ON ATTACHMENT 003. IF AWARD FOR ANY ORDERING PERIOD IS MADE AT A LOWER QUANTITY RANGE UNIT PRICE AND CUMULATIVE ORDERS FOR THAT ORDERING PERIOD EXCEED THAT QUANTITY RANGE WITHIN A 90 DAY TIMEFRAME OF PLACEMENT OF THE ORDER, A UNIT PRICE ADJUSTMENT WILL BE CALCULATED AGAINST THE PREVIOUSLY ORDERED QUANTITIES FOR THAT PARTICULATE ORDER UTILIZING THE NEXT HIGHER RANGE QUANTITY PRICE(S). THIS REDUCTION IN THE UNIT PRICE WILL BE TAKEN BY MODIFICATION OF THAT ORDER.

4. THIS AWARD CONTAINS GOVERNMENT FURNISHED PROPERTY, LISTED PER ATTACHMENT 004.

5. LIMITED FIRST ARTICLE TESTING IS REQUIRED. FIRST ARTICLE TEST WAIVERS ARE GRANTED PER ATTACHMENT 02 OF THE SCOPE OF WORK. THE AUTHORIZED LABORATORIES ARE LISTED AT ATTACHMENT 005.

6. THE FOB POINT FOR THE ITAP SUITS SHALL BE FOB DESTINATION. THE SHIP TO ADDRESS SHALL BE AS FOLLOWS:

SHIP TO CODE: W41CE8

USA PINE BLUFF ARSENAL  
507 TH STREET BUILDING 53-990  
PINE BLUFF, AR 71602-9500

ANY CHANGES TO THE SHIP DESTINATIONS AFTER AWARD SHALL BE PROCESSED IN ACCORDANCE WITH THE CHANGES CLAUSE, FAR 52.243-1.

|   |  |              |
|---|--|--------------|
| CONTINUATION SHEET                                      | Reference No. of Document Being Continued<br>PIIN/SIIN DAAE20-02-D-0048MOD/AMD | Page 6 of 44 |
| Name of Offeror or Contractor: SAINT-GOBAIN PERFORMANCE |  |              |

7. DELIVERY SCHEDULE

ALL DELIVERY ORDERS WILL BE ISSUED UNILATERALLY BY TACOM-ROCK ISLAND, WITH FIRM DELIVERY DATES.

DELIVERIES WILL COMMENCE AS FOLLOWS:

ITAP SUIT WITH FIRST ARTICLE:

|   |  |
|---|--|
| FIRST ARTICLE TEST REPORT, CONTRACTOR TESTING | 180 DAYS AFTER DATE OF DELIVERY ORDER AWARD (ADDO) |
| PRODUCTION QUANTITY                           | 270 DAYS (ADDO)                                    |

ITAP SUIT, PRODUCTION QUANTITY FOLLOW ON ORDERS 90 DAYS (ADDO)

THE INITIAL PRODUCTION QUANTITY DELIVERY ORDER SHALL BE 50 EACH PER MONTH BEGINING 90 DAYS AFTER FIRST ARTICLE APPROVAL. THE FOLOWON DELIVERY ORDERS WILL BE EVENLY DISTRIBUTED WITHIN THE ORDERING PERIODS TO START IMMEDIATELY AFTER THE PREVIOUS ORDER AT A RATE NOT LESS THAN 50 EACH AND NOT GREATER THAN 100 EACH PER MONTH.

\*\*\* END OF NARRATIVE A 001 \*\*\*

|                    |   |              |
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| CONTINUATION SHEET | Reference No. of Document Being Continued<br>PIIN/SIIN DAAE20-02-D-0048 MOD/AMD | Page 7 of 44 |
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Name of Offeror or Contractor: SAINT-GOBAIN PERFORMANCE

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE   | AMOUNT |
|---------|--|----------|------|--------------|--------|
| 0001    | <p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>FIRST ARTICLE TEST REPORT (CONTRACTOR)</u></p> <p>SECURITY CLASS: Unclassified</p> <p>THE FIRST ARTICLE TEST REPORT APPLIES TO<br/>ITAP SUITS, ALL SIZES, CONTRACT LINE<br/>ITEM NUMBERS (CLINS) 0002, 0003, 0004,<br/>AND 0005.</p> <p>ENTER UNIT PRICE FOR FIRST ARTICLE<br/>TESTING IN THE TABLE OF UNIT<br/>PRICES LOCATED AT ATTACHMENT 003.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin ACCEPTANCE: Destination</p>   |          | LO   |              |        |
| 0002    | <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>COVERALLS, NUCLEAR, BIOLOGICAL, SMALL</u></p> <p>NSN: 8415-01-463-7151<br/>SECURITY CLASS: Unclassified</p> <p>ENTER UNIT PRICES FOR EACH QUANTITY RANGE<br/>AND ORDERING PERIOD IN THE TABLE OF UNIT<br/>PRICES LOCATED AT ATTACHMENT 003.</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u><br/>TOP DRAWING NR: MIL-PRF-XXX<br/>DATE: 08-MAR-2002</p> <p><u>Packaging and Marking</u><br/>PACKAGING/PACKING/SPECIFICATIONS:<br/>MIL-STD-129 , REV N, 15 MAY 1997<br/>UNIT PACK: 001<br/>LEVEL PRESERVATION: Commercial<br/>LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>DELIVERY IS TBD DAYS AFTER RECEIPT OF<br/>ELECTRONIC DELIVERY ORDER, IN ACCORDANCE<br/>WITH THE DELIVERY SCHEDULE TERMS SET FORTH</p> |          | EA   | \$ ** N/A ** |        |

|                    |   |              |
|--------------------|---|--------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued<br>PIIN/SIIN DAAE20-02-D-0048 MOD/AMD | Page 8 of 44 |
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Name of Offeror or Contractor: SAINT-GOBAIN PERFORMANCE

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE   | AMOUNT |
|---------|--|----------|------|--------------|--------|
| 0003    | <p>IN SECTION A OF THIS CONTRACT.</p> <p>ONLY TACOM-ROCK ISLAND IS AUTHORIZED TO TRANSMIT/ISSUE DELIVERY ORDERS UNDER THIS CONTRACT.</p> <p>(End of narrative F001)</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>COVERALLS, NUCLEAR, BIOLOGICAL, MEDIUM</u></p> <p>NSN: 8415-01-463-7150<br/>SECURITY CLASS: Unclassified</p> <p>ENTER UNIT PRICES FOR EACH QUANTITY RANGE AND ORDERING PERIOD IN THE TABLE OF UNIT PRICES LOCATED AT ATTACHMENT 003.</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u><br/>TOP DRAWING NR: MIL-PRF-XXX<br/>DATE: 08-MAR-2002</p> <p><u>Packaging and Marking</u><br/>PACKAGING/PACKING/SPECIFICATIONS:<br/>MIL-STD-129, REV N, 1997MAY15<br/>LEVEL PRESERVATION: Commercial<br/>LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>DELIVERY IS TBD DAYS AFTER RECEIPT OF ELECTRONIC DELIVERY ORDER, IN ACCORDANCE WITH THE DELIVERY SCHEDULE TERMS SET FORTH IN SECTION A OF THIS CONTRACT.</p> <p>ONLY TACOM-ROCK ISLAND IS AUTHORIZED TO TRANSMIT/ISSUE DELIVERY ORDERS UNDER THIS CONTRACT.</p> <p>(End of narrative F001)</p> |          | EA   | \$ ** N/A ** |        |
| 0004    | <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>COVERALLS, NUCLEAR, BIOLOGICAL, LARGE</u></p>  |          | EA   | \$ ** N/A ** |        |



Name of Offeror or Contractor: SAINT-GOBAIN PERFORMANCE

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE  | AMOUNT |
|---------|--|----------|------|-------------|--------|
|         | <p>NSN: 8415-01-463-5829<br/>SECURITY CLASS: Unclassified</p> <p>ENTER UNIT PRICES FOR EACH QUANTITY RANGE<br/>AND ORDERING PERIOD IN THE TABLE OF UNIT<br/>PRICES LOCATED AT ATTACHMENT 003.</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u><br/>TOP DRAWING NR: MIL-PRF-XXX<br/>DATE: 08-MAR-2002</p> <p><u>Packaging and Marking</u><br/>PACKAGING/PACKING/SPECIFICATIONS:<br/>MIL-STD-129, REV N, 15 MAY 1997<br/>UNIT PACK: 001<br/>LEVEL PRESERVATION: Commercial<br/>LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: OriginACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>DELIVERY IS TBD DAYS AFTER RECEIPT OF<br/>ELECTRONIC DELIVERY ORDER, IN ACCORDANCE<br/>WITH THE DELIVERY SCHEDULE SET FORTH<br/>IN SECTION A OF THIS CONTRACT</p> <p>ONLY TACOM-ROCK ISLAND IS AUTHORIZED<br/>TO TRANSMIT/ISSUE DELIVERY<br/>ORDERS UNDER THIS CONTRACT.</p> <p>(End of narrative F001)</p> |          |      |             |        |
| 0005    | <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>COVERALLS, NUCLEAR, BIOLOGICAL, EXTRA LARGE</u></p> <p>NSN: 8415-01-463-5830<br/>SECURITY CLASS: Unclassified</p> <p>ENTER UNIT PRICES FOR EACH QUANTITY RANGE<br/>AND ORDERING PERIOD IN THE TABLE OF UNIT<br/>PRICES LOCATED AT ATTACHMENT 003.</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u><br/>TOP DRAWING NR: MIL-PRF-XXX</p>   |          | EA   | \$** N/A ** |        |

Name of Offeror or Contractor: SAINT-GOBAIN PERFORMANCE

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE  | AMOUNT      |
|---------|---|----------|------|-------------|-------------|
| 0006    | DATE: 08-MAR-2002<br><br><u>Packaging and Marking</u><br>PACKAGING/PACKING/SPECIFICATIONS:<br>MIL-STD-129, REV N, 15 MAY 1997<br>UNIT PACK: 001<br>LEVEL PRESERVATION: Commercial<br>LEVEL PACKING: Commercial<br><br><u>Inspection and Acceptance</u><br>INSPECTION: OriginACCEPTANCE: Origin<br><br>FOB POINT: Destination<br><br>DELIVERY IS TBD DAYS AFTER RECEIPT OF<br>ELECTRONIC DELIVERY ORDER, IN ACCORDANCE<br>WITH THE DELVIERY SCHEDULE TERMS SET FORTH<br>IN SECTION A OF THIS CONTRACT.<br><br>ONLY TACOM-ROCK ISLAND IS AUTHORIZED<br>TO TRANSMIT/ISSUE DELIVERY<br>ORDERS UNDER THIS CONTRACT.<br><br><br>(End of narrative F001) |          |      |             |             |
|         | <u>Supplies or Services and Prices/Costs</u>  |          |      |             |             |
|         | <u>DATA ITEM</u><br><br>SECURITY CLASS: Unclassified<br>Contractor will prepare and deliver the<br>technical data in accordance with the<br>requirements, quantities and schedules<br>set forth in the Contract Data<br>Requirements Lists (DD Form 1423),<br>Exhibit A.<br><br>A DD 250 IS NOT REQUIRED.<br><br><br>(End of narrative B001)  |          |      | \$** NSP ** | \$** NSP ** |

|   |   |         |               |
|---|---|---------|---------------|
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For Local Clauses See: <https://aais.ria.army.mil>

|     | <u>Regulatory Cite</u> | <u>Title</u>                            | <u>Date</u> |
|-----|------------------------|---|-------------|
| B-1 | 252.225-7008<br>DFARS  | SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY | MAR/1998    |

In accordance with paragraph (b)of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act-Trade Agreements-Balance of Payments Program clause or the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

NONE  
  
(BA6701)

|   |   |         |               |
|---|---|---------|---------------|
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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <https://aais.ria.army.mil>

|     | Regulatory Cite         | Title                  | Date     |
|-----|-------------------------|------------------------|----------|
| C-1 | 52.210-4501<br>TACOM-RI | DRAWINGS/SPECIFICATION | MAR/1988 |

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing (TDPL) MIL-PRF-XXX with revisions in effect as of 2002 Mar 08 (except as follows):

DESCRIPTION/SPECIFICATION SCOPE OF WORK (SOW) FOR IMPROVED TOXICOLOGICAL AGENT PROTECTIVE (ITAP) SUIT (ATTACHMENT 001) and ADDENDUM TO THE SOW FOR ITAP SUIT (Attachment 002).

(CS6100)

|     |                         |   |          |
|-----|-------------------------|---|----------|
| C-2 | 52.210-4511<br>TACOM-RI | STATEMENT OF WORK - OZONE DEPLETING CHEMICALS | MAR/1994 |
|-----|-------------------------|---|----------|

(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

NONE

(2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, ''Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances .

(b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

N/A

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

N/A

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

|     |                       |                          |          |
|-----|-----------------------|--------------------------|----------|
| C-3 | 52.248-4502<br>SBCCOM | CONFIGURATION MANAGEMENT | MAY/2002 |
|-----|-----------------------|--------------------------|----------|

The contractor may submit Engineering Change Proposal (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Notice of Revisions (NORs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with block 4 of the enclosed DD Form 1423, Contract Data Requirements List (CDRL). The contractor is not responsible for the documentation of the logistics support impact of proposed ECPs. These documents shall be submitted electronically in accordance with block 14 of the enclosed DD Form 1423, CDRL. MIL-HDBK-61 may be used for general guidance on Configuration Management.

|                           |   |                      |
|---------------------------|---|----------------------|
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**Name of Offeror or Contractor:** SAINT-GOBAIN PERFORMANCE

If the Government receives the same or substantially the same VECs from two or more contractors, the contracts whose VEC is received first, will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

Duplicate VECs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VEC has been approved and accepted by the Government. If the first VEC submitter's proposal is accepted by the Government, subsequent submitters will receive no VEC savings under their own or other contracts.

(End of Clause)

(CS7112)

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SECTION D - PACKAGING AND MARKING

For Local Clauses See: <https://aais.ria.army.mil>

|     | Regulatory Cite         | Title                               | Date     |
|-----|-------------------------|-------------------------------------|----------|
| D-1 | 52.211-4503<br>TACOM-RI | PACKAGING REQUIREMENTS (COMMERCIAL) | FEB/2000 |

a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.

b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL  
Level of Packing: COMMERCIAL  
Quantity Per Unit Package: 001  
Quantity of Unit Packages Per Intermediate Container: SEE PARA (3)

(1) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

(i) Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(ii) Preservation - Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

(iii) Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(2) Unit package:

(i) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.

(ii) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.

(3) Intermediate Package:

(i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(4) Packing:

(i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(ii) Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will

|  |   |                      |
|--|---|----------------------|
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permit safe handling during shipment and storage.

d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 May 97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

g. SUPPLEMENTAL INSTRUCTIONS: THE UNIT PACKAGE SHALL CONSIST OF PLACING ONE ITAP SUIT IN A NON-HEAT SEALED PLASTIC BAG AND THEN INTO A WEATHER-RESISTANT FIBERBOARD CONTAINER.

THE GROSS WEIGHT AND TOTAL QUANTITY PER PALLET SHALL BE PLACED ON A MARKING BOARD/PANEL AND SECURELY ATTACHED ON TWO ADJACENT SIDES.

SHELF LIFE MARKING REQUIRED - SEE ATTACHMENT 001 SCOPE OF WORK

(End of clause)

(DS6413)

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <https://aais.ria.army.mil>  
 This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:  
<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

|     | <u>Regulatory Cite</u> | <u>Title</u>                              | <u>Date</u> |
|-----|------------------------|---|-------------|
| E-1 | 52.246-2               | INSPECTION OF SUPPLIES - FIXED-PRICE      | AUG/1996    |
| E-2 | 52.246-15              | CERTIFICATE OF CONFORMANCE                | APR/1984    |
| E-3 | 52.246-16              | RESPONSIBILITY FOR SUPPLIES               | APR/1984    |
| E-4 | 52.246-11              | HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT | FEB/1999    |

The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

| Title  | Number | Date      | Tailoring |
|--|--------|-----------|-----------|
| ( ) ISO 9001:2000, Quality Management Systems-Requirements |        | 13 Dec 00 | see below |

SAINT-GOBAIN WILL IMPLEMENT AND MAINTAIN AN ISO 9001 QUALITY SYSTEM IN AREAS CRITICAL TO SUPPORTING THE ITAP PROGRAM PRIOR TO THE START OF PRODUCTION. QUALITY ELEMENTS THAT WILL BE ADDRESSED ARE:

- DOCUMENTATION AND RECORD CONTROL
- CORRECTIVE AND PREVENTIVE ACTION
- DESIGN CONTROL
- CALIBRATION
- PROCESS CONTROL
- PRODUCT IDENTIFICATION AND TRACEABILITY
- PRODUCT QUALITY STATUS
- CONTROL OF NON-CONFORMING MATERIAL
- CONTROL OF SUSTOMER OWNED MATERIAL
- INSPECTION AND TESTING: INCOMING, IN-PROCESS, FINAL AND CUSTOMER
- PRESERVATION OF PRODUCT
- PURCHASING

FULL ACCREDITATION TO ISO 9001 (2000) FOR THE MERRIMACK SITE WILL BE IN PLACE IN 2003.

(End of clause)

(EF6002)

|     |             |   |          |
|-----|-------------|---|----------|
| E-5 | 52.209-4512 | FIRST ARTICLE TEST (CONTRACTOR TESTING) | MAR/2001 |
|     | TACOM-RI    |   |          |

a. The first article shall consist of:

THIRTY (30) SUITS: 5 SMALL, 5 MEDIUM, 10 LARGE, AND 10 EXTRA LARGE. EIGHT (8) SUITS WILL BE DESTRUCTIVELY TESTED AS NOTED IN TABLE I, ATTACHMENT 009.

which shall include all tests, examinations, demonstrations, certifications and analyses as stipulated by the contract requirements, Performance Specification MIL-PRF-XXX, Ensemble Improved Todxicological Agent Protective (ITAP) Chemcial Protective, dated March 08



|                                  |  |                             |
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2002, and Scope of Work including Attachment 001, performance of tests shall be witnessed by the Government Quality Assurance Representative.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package applicable to this procurement.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a one-time on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be submitted through the Administrative Contracting Officer to the Contracting Officer with a copy furnished to US ARMY, SBCCOM, AMSSB-RSO-ADM, ATTN: MR. GREG WHITE, ROCK ISLAND, IL 61299.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

(End of Clause)

(ES6016)

|     |             |   |          |
|-----|-------------|---|----------|
| E-6 | 52.245-4539 | GOVERNMENT FURNISHED INSPECTION EQUIPMENT | MAR/2001 |
|     | TACOM-RI    |   |          |

a. The following Government designed Inspection Equipment:

- One (01) Q79A1 Impermeable Suit Air Leakage Testers, NSN 6665-01-082-1111

will be furnished to the Contractor pursuant to the Government Property Clause in Section I of this contract. The equipment will be shipped transportation charges collect from the following location: PINE BLUFF ARSENAL, PINE BLUFF AR

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The following Government provided Test Support Equipment:

- One (01) M40A1 Mask (Small), NSN 4240-01-415-4517
- One (01) M40A1 Mask (Medium), NSN 4240-01-415-4518
- One (01) Second Skin (Small), NSN 4240-01-413-1540
- One (01) Second Skin (Medium), NSN 4240-01-413-1543

will be furnished to the Contractor pursuant to the Government Property Clause in Section I of this contract. The equipment will be shipped transportation charges collect from the following location: BLUE GRASS ARMY DEPOT, RICHMOND, KY

b. The Contractor shall hereto indicate the facility and address to which the Government Furnished Property (GFP) should be shipped:

SAINT-GOBAIN PERFORMANCE PLASTICS  
701 DANIEL WEBSTER HWY  
MERRIMACK, NH 03054-2713

POC: MR. TED SLAWINOWSKI, (603) 424-9000, EXT 2418

c. The contractor should preserve shipping containers when unpacking and retain such containers until the GFP is to be returned. Replacement of such shipping containers shall be at the contractor's expense.

d. After all equipment is in place and ready for operation and upon written request by the contractor, Government personnel will provide training at the contractor's plant on the use, calibration, and maintenance of Government furnished inspection equipment for contractor and Government personnel.

e. Within 30 calendar days after completion of delivery of all items on this contract, the contractor shall notify the Contracting Officer through the Administrative Contracting Officer that the Government owned inspection equipment and standards referenced in paragraph (a) above is in good condition and is available for disposition. The contractor is responsible for restoration of the items to useable condition, including calibration. Upon verification by a Government representative that the inspection equipment and standards are in useable condition and calibrated, the contractor shall prepare them for delivery in accordance with the best commercial practices. The cost of the preservation, packing, and shipping of the Inspection Equipment shall be borne by the Contractor. The contractor shall ship the inspection equipment and standards, with a DD FORM 1149, to COMMANDER, PINE BLUFF ARSENAL, ATTN SIOBP, 10020 KABRICH CIRCLE, PINE BLUFF, AR 71602-9500 and XU GENERAL STORAGE POINT, BLUE GRASS ARMY DEPOT, 2091 KINGSTON HWY, RICHMOND, KY 40475-5000. FORWARD ONE COPY OF THIS FORM TO: TACOM-RI, AMSTA-AQ-ARCC, MR. WILLIAM MOSCOSO, ROCK ISLAND, IL 61299-7630.

(End of Clause)

(ES6015)

|     |             |   |          |
|-----|-------------|---|----------|
| E-7 | 52.246-4528 | REWORK AND REPAIR OF NONCONFORMING MATERIAL | MAY/1994 |
|     | TACOM-RI    |   |          |

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

|  |  |                      |
|--|--|----------------------|
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c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)  
E-7 PRODUCTION LOT CONTRACTOR TESTING

a. A production lot acceptance test sample is required to be submitted by the contractor from each production lot tendered to the Government for acceptance.

b. The production lot acceptance test sample shall consist of:

|                     |  |
|---------------------|--|
| ITEM                | IN ACCORDANCE WITH   |
| Roll, Body Material | MIL-PRF-XXX, 08 MAR 2002, para 4.3 Table V                                 |
| Roll, Hood Material | MIL-PRF-XXX, 08 MAR 2002, para 4.3 Table V                                 |
| Suits               | MIL-PRF-XXX, 08 MAR 2002, Para 4.3 Table IV and Revised Matrix as follows: |

LOCATION                    1 SUIT/50 PRODUCED

|            |       |
|------------|-------|
| VAPOR (V)  | GB/HD |
| SPLASH (S) | GB/HD |
| V/V SEAM   | GB/HD |
| S/S SEAM   | GB/HD |
| V/S SEAM   | GB/HD |

c. The production lot acceptance test sample units shall be randomly selected from the entire lot by, or in the presence of, the Government Quality Assurance Representative (QAR). Prior to selection of the production lot acceptance test sample units, the lot shall have been inspected to, and shall meet all requirements of, the contract. Unless authorized by the Contracting Officer, a test sample shall not be submitted from a lot which is or has been rejected for nonconformance to the detailed requirements of the contract, the specification(s), and/or the drawings.

d. If the production lot acceptance test sample fails to meet any applicable contractual requirement, the lot from which the test sample was drawn shall be considered to be rejected. The Contractor shall take immediate corrective action, both to correct the deficiency/nonconformance (if applicable) and to prevent recurrence of such deficiency/nonconformance, and shall submit an additional production lot acceptance test sample (from each roll or from the reworked lot or a new lot, as applicable). Such corrective action shall be taken by the contractor at no increase in contract price and shall apply to all items (including, if applicable, basic items and/or repair parts) either in-process or final assembly which have been produced (or are in production) since the last successful production lot acceptance test. Any and all costs associated with testing the additional production lot acceptance test sample shall be borne by the contractor. The Contracting Officer shall equitably adjust the contract price as applicable for the costs associated with additional testing resulting from failure of the production lot acceptance test sample to meet applicable contractual requirements.

e. Unless otherwise specified, the production lot acceptance test sample shall be considered to be destructively tested, and is in addition to the units deliverable under the contract.

f. Submit one copy of each Suit-Production Lot Test/Inspection Report in accordance with applicable Data Item Description (DID).

(End of Clause)

\*\*\* END OF NARRATIVE E 001 \*\*\*

|  |  |                             |
|--|--|-----------------------------|
| <b>CONTINUATION SHEET</b>                                      | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> DAAE20-02-D-0048 <b>MOD/AMD</b> | <b>Page</b> 20 <b>of</b> 44 |
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Certificate of Conformance shall apply to the following components of the ITAP Suit:

- Coolant Passthrough
- CASS Air Inlet
- SCBA Air Inlet

\*\*\* END OF NARRATIVE E 002 \*\*\*

|  |   |                      |
|--|---|----------------------|
| <b>CONTINUATION SHEET</b>                                      | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> DAAE20-02-D-0048<br><b>MOD/AMD</b> | <b>Page 21 of 44</b> |
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SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <https://aais.ria.army.mil>  
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<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

|     | <u>Regulatory Cite</u> | <u>Title</u>                              | <u>Date</u> |
|-----|------------------------|---|-------------|
| F-1 | 52.242-15              | STOP-WORK ORDER                           | AUG/1989    |
| F-2 | 52.242-17              | GOVERNMENT DELAY OF WORK                  | APR/1984    |
| F-3 | 52.247-34              | F.O.B. DESTINATION                        | NOV/1991    |
| F-4 | 52.247-48              | F.O.B. DESTINATION - EVIDENCE OF SHIPMENT | FEB/1999    |
| F-5 | 52.247-62              | SPECIFIC QUANTITIES UNKNOWN               | APR/1984    |

(a) For the purpose of evaluating "f.o.b. destination" offers, the Government estimates that the quantity specified will be shipped to the destinations indicated:

|                                    |
|------------------------------------|
| Estimated quantity                 |
| 50-100 EA PER MONTH                |
| Destination                        |
| PINE BLUFF ARSENAL, PINE BLUFF, AR |
|                                    |
|                                    |

(b) If the quantity shipped to each destination varies from the quantity estimated, and if the variation results in a change in the transportation costs, appropriate adjustment shall be made.  
 (End of clause)

(FF6010)

|     |           |                       |          |
|-----|-----------|-----------------------|----------|
| F-6 | 52.211-16 | VARIATION IN QUANTITY | APR/1984 |
|-----|-----------|-----------------------|----------|

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.  
 (FF7020)

|     |             |                                  |          |
|-----|-------------|----------------------------------|----------|
| F-7 | 52.247-4531 | COGNIZANT TRANSPORTATION OFFICER | MAY/1993 |
|-----|-------------|----------------------------------|----------|

|  |   |                      |
|--|---|----------------------|
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TACOM-RI

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

|   |   |         |               |
|---|---|---------|---------------|
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SECTION G - CONTRACT ADMINISTRATION DATA

For Local Clauses See: <https://aais.ria.army.mil>

|     | <u>Regulatory Cite</u>  | <u>Title</u>                  | <u>Date</u> |
|-----|-------------------------|-------------------------------|-------------|
| G-1 | 52.232-4500<br>TACOM-RI | CONTRACT PAYMENT INSTRUCTIONS | AUG/1997    |

The paying office shall ensure that the invoice/voucher is disbursed from each ACRN as indicated on the invoice/voucher.

(End of clause)

(GS7016)

|   |   |         |               |
|---|---|---------|---------------|
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SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <https://aais.ria.army.mil>

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<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

|     | <u>Regulatory Cite</u>  | <u>Title</u>                                      | <u>Date</u> |
|-----|-------------------------|---|-------------|
| H-1 | 252.247-7023<br>DFARS   | TRANSPORTATION OF SUPPLIES BY SEA                 | MAY/2002    |
| H-2 | 252.247-7024<br>DFARS   | NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA | MAR/2000    |
| H-3 | 52.232-4506<br>TACOM-RI | PROGRESS PAYMENT LIMITATION                       | MAR/1988    |

Prior to first article approval, only costs incurred for the first article are allowable for progress payments.

(End of Clause)

(HS6002)

|     |                         |   |          |
|-----|-------------------------|---|----------|
| H-4 | 52.246-4500<br>TACOM-RI | MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) | NOV/2001 |
|-----|-------------------------|---|----------|

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is [moscosow@ria.army.mil](mailto:moscosow@ria.army.mil). The data fax number for submission is (309)782-1218, ATTN: Will Moscoso.

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

- (1) The FMS/MAP copies may be submitted to:  
N/A

(End of Clause)

(HS6510)

|     |                         |                                     |          |
|-----|-------------------------|-------------------------------------|----------|
| H-5 | 52.233-4501<br>TACOM-RI | ALTERNATIVE DISPUTES REVIEW PROCESS | MAY/1994 |
|-----|-------------------------|-------------------------------------|----------|

(a) In order to assist in the timely resolution of disputes or claims arising out of this project, this contract clause establishes



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an alternative disputes review process, to be brought into play by mutual agreement of the parties. When deemed mutually beneficial, a disputes review board will consider disputes referred to it and will provide non-binding recommendations to assist in the resolution of the differences between the Government and System Contractor (SC). Specific procedures to be followed for disputes by the Disputes Review Board will be decided upon by the Government and SC. Nothing herein shall limit the right of the parties to agree to any or all other alternate disputes review processes. However, the procedures below are general guides for establishing such procedures.

(b) Should a dispute arise between the Government and SC, either party may propose utilization of these procedures; and, upon agreement of both parties, the matter(s) in issue will be referred to the disputes review board. If such submittal to the board is not agreed to by the parties, the matter will be pursued under the normal claims and appeal procedures in accordance with FAR 52.233-1, Disputes - Alternate I, of the contract.

(c) The Disputes Review Board shall consist of one member selected by the Government and one member selected by the SC. The first two members shall be mutually acceptable to both the Government and the SC. The parties shall exchange lists of three individuals acceptable as a board member. The Government and the SC shall each select one individual from the other's list. If no individual on the first list is acceptable to the other party, a second list with three individuals will be proposed. If no one on the second list is acceptable to the other party, the selection process shall not continue and the mutual decision to submit the dispute to a Disputes Review Board shall be considered terminated.

(d) The two members acceptable to the Government and the SC will independently select the third member from a list of 10 names developed by the Government of individuals respected in the field of engineering and construction for their ability and integrity, one of whom should be acceptable. If the two members are unable to select the third member from this list, the decision to submit the dispute to a disputes review board shall be considered terminated. Except for fee-based consulting services on other projects, no board member shall have been employed by either party within a period of two years prior to award of the contract.

(e) The Government and the SC shall each be afforded an opportunity to be heard by the disputes review board and to offer evidence. The procedures for conducting such hearing shall be as mutually agreed to by Government and SC. The disputes review board recommendations toward resolution of a dispute will be given in writing to both the Government and the SC within 30 calendar days following conclusion of the proceedings before the disputes review board. Such recommendations are advisory and non-binding upon both the Government and the SC.

(f) Within 30 calendar days of receiving the disputes review board's recommendations, both the Government and the SC shall respond to the other in writing, signifying that the dispute is either resolved or remains unresolved. If the Government and the SC are able to resolve their dispute, the Government will expeditiously process any required contract modifications. Should the dispute remain unresolved after 30 calendar days following receipt of the Board's recommendations, the procedure will terminate and the SC will be entitled to pursue his claim under the disputes process.

(g) If at any time during the existence of the contract, the parties mutually agree that a disputes review board should be established for work performed under this contract, the Government and the SC shall commence the selection procedures, as above, and negotiate an agreement with their member within 30 calendar days. The selection of the disputes review board alternative disputes review procedure for resolution of contract disputes shall be void if the two members are unable to select a third member within 30 calendar days. This board shall serve during the existence of the contract, to attempt resolution of other disputes which may be mutually referred to the board.

(h) In appropriate cases, the SC and the Government may agree that a dispute should be submitted to the disputes review board, but that the dispute only warrants the mediation efforts of one board member. In such cases, the third board member will mediate the dispute without participation of the other two members.

(i) The disputes review board will formulate its own rules of operation, and may request of the Government that they visit the site to familiarize themselves with the controversy.

(j) Should the need arise to appoint a replacement board member, the replacement member shall be appointed in the same manner as the original board members were appointed. The selection of a replacement board member shall begin promptly upon notification of the necessity for a replacement and shall be completed within 30 calendar days.

(k) Compensation for the disputes review board members, and the expenses of operation of the board, shall be shared by the Government and contractor in accordance with the following:

- (1) The Government will compensate directly the wages and travel expense for its selected member.
- (2) The SC shall compensate directly the wages and travel expense for its member.
- (3) The Government and SC will share equally in the third member's wages and travel, and all other expenses of the board.
- (4) The Government, at its expense, will provide administrative services, such as conference facilities and secretarial services, to the board.

|  |  |                      |
|--|--|----------------------|
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(l) The establishment of the alternate disputes resolution procedure under this contract may be terminated at any time by written notice on the other party. Board members may withdraw from the board by providing notice. Board members may be terminated for cause only by their original appointer. Therefore, the Government may only terminate the Government's appointed member, the SC may only terminate the SC's appointed member, and the first two members must mutually agree to terminate the third member.

(m) The principal objective of the disputes review board is to assist in the resolution of disputes which would otherwise likely be resolved through the traditional litigation processes. It is intended that if mutually agreed to by the parties to constitute a disputes review board for the purpose of attempting to resolve contract disputes, that the mere existence of the board will encourage the Government and the SC to resolve potential disputes without the necessity of resorting to the formal appeal procedure under the Disputes clause of the contract.

(n) Primarily, the board will consider claims and disputes involving interpretation of the plans and/or specifications delays, acceleration of the work, scheduling, classification of extra work, changed conditions, design changes, and the like.

(o) If the board's recommendations do not resolve the dispute, all board findings and written recommendations, including any minority reports, will be inadmissible in any subsequent litigation or hearing before the boards or courts contemplated by the Disputes clause procedures, involving the dispute at issue.

(End of Clause)

(HS7000)

|     |                         |  |          |
|-----|-------------------------|--|----------|
| H-6 | 52.247-4545<br>TACOM-RI | PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION | MAY/1993 |
|-----|-------------------------|--|----------|

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? \_\_\_\_ YES \_\_\_\_ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of Clause)

(HS7600)

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SECTION I - CONTRACT CLAUSES

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If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

|      | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|------|------------------------|---|-------------|
| I-1  | 52.202-1               | DEFINITIONS   | DEC/2001    |
| I-2  | 52.203-3               | GRATUITIES  | APR/1984    |
| I-3  | 52.203-5               | COVENANT AGAINST CONTINGENT FEES  | APR/1984    |
| I-4  | 52.203-8               | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY                          | JAN/1997    |
| I-5  | 52.203-10              | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY  | JAN/1997    |
| I-6  | 52.203-12              | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS  | JUN/1997    |
| I-7  | 52.204-4               | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER  | AUG/2000    |
| I-8  | 52.211-5               | MATERIAL REQUIREMENTS   | AUG/2000    |
| I-9  | 52.211-15              | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS  | SEP/1990    |
| I-10 | 52.215-2               | AUDIT AND RECORDS - NEGOTIATION   | JUN/1999    |
| I-11 | 52.215-10              | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA  | OCT/1997    |
| I-12 | 52.215-11              | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS  | OCT/1997    |
| I-13 | 52.215-12              | SUBCONTRACTOR COST OR PRICING DATA  | OCT/1997    |
| I-14 | 52.215-14              | INTEGRITY OF UNIT PRICES - ALTERNATE I  | OCT/1997    |
| I-15 | 52.215-15              | PENSION ADJUSTMENTS AND ASSET REVERSIONS  | DEC/1998    |
| I-16 | 52.215-16              | FACILITIES CAPITOL COST OF MONEY  | OCT/1997    |
| I-17 | 52.215-19              | NOTIFICATION OF OWNERSHIP CHANGES   | OCT/1997    |
| I-18 | 52.219-9               | SMALL BUSINESS SUBCONTRACTING PLAN  | JAN/2002    |
| I-19 | 52.222-19              | CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES   | DEC/2001    |
| I-20 | 52.222-21              | PROHIBITION OF SEGREGATED FACILITIES  | FEB/1999    |
| I-21 | 52.222-26              | EQUAL OPPORTUNITY   | APR/2002    |
| I-22 | 52.222-35              | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | DEC/2001    |
| I-23 | 52.222-36              | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES  | JUN/1998    |
| I-24 | 52.222-37              | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | DEC/2001    |
| I-25 | 52.223-6               | DRUG-FREE WORKPLACE   | MAY/2001    |
| I-26 | 52.223-11              | OZONE-DEPLETING SUBSTANCES  | MAY/2001    |
| I-27 | 52.225-13              | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES   | JUL/2000    |
| I-28 | 52.229-3               | FEDERAL, STATE, AND LOCAL TAXES   | JAN/1991    |
| I-29 | 52.229-4               | FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)   | JAN/1991    |
| I-30 | 52.229-5               | TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO  | APR/1984    |
| I-31 | 52.230-3               | DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES   | APR/1998    |
| I-32 | 52.230-6               | ADMINISTRATION OF COST ACCOUNTING STANDARDS   | NOV/1999    |
| I-33 | 52.232-1               | PAYMENTS  | APR/1984    |
| I-34 | 52.232-8               | DISCOUNTS FOR PROMPT PAYMENT  | FEB/2002    |
| I-35 | 52.232-11              | EXTRAS  | APR/1984    |
| I-36 | 52.232-17              | INTEREST  | JUN/1996    |
| I-37 | 52.232-23              | ASSIGNMENT OF CLAIMS - ALTERNATE I  | APR/1984    |
| I-38 | 52.232-25              | PROMPT PAYMENT  | FEB/2002    |
| I-39 | 52.232-33              | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION                                    | MAY/1999    |
| I-40 | 52.233-1               | DISPUTES  | DEC/1998    |
| I-41 | 52.233-3               | PROTEST AFTER AWARD   | AUG/1996    |
| I-42 | 52.242-13              | BANKRUPTCY  | JUL/1995    |
| I-43 | 52.243-1               | CHANGES - FIXED PRICE   | AUG/1987    |
| I-44 | 52.244-5               | COMPETITION IN SUBCONTRACTING   | DEC/1996    |

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|------|------------------------|--|-------------|
| I-45 | 52.244-6               | SUBCONTRACTS FOR COMMERCIAL ITEMS  | MAY/2002    |
| I-46 | 52.247-63              | PREFERENCE FOR U.S. - FLAG AIR CARRIERS  | JAN/1997    |
| I-47 | 52.248-1               | VALUE ENGINEERING  | FEB/2000    |
| I-48 | 52.249-2               | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)  | SEP/1996    |
| I-49 | 52.249-8               | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)   | APR/1984    |
| I-50 | 52.253-1               | COMPUTER GENERATED FORMS   | JAN/1991    |
| I-51 | 252.203-7001<br>DFARS  | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES                                   | MAR/1999    |
| I-52 | 252.203-7002<br>DFARS  | DISPLAY OF DOD HOTLINE POSTER  | DEC/1991    |
| I-53 | 252.204-7003<br>DFARS  | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT   | APR/1992    |
| I-54 | 252.204-7004<br>DFARS  | REQUIRED CENTRAL CONTRACTOR REGISTRATION   | NOV/2001    |
| I-55 | 252.205-7000<br>DFARS  | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS  | DEC/1991    |
| I-56 | 252.209-7000<br>DFARS  | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY | NOV/1995    |
| I-57 | 252.215-7000<br>DFARS  | PRICING ADJUSTMENTS  | DEC/1991    |
| I-58 | 252.215-7002<br>DFARS  | COST ESTIMATING SYSTEM REQUIREMENTS  | OCT/1998    |
| I-59 | 252.219-7003<br>DFARS  | SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)                         | APR/1996    |
| I-60 | 252.225-7001<br>DFARS  | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM   | MAR/1998    |
| I-61 | 252.225-7002<br>DFARS  | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS   | DEC/1991    |
| I-62 | 252.225-7009<br>DFARS  | DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)   | AUG/2000    |
| I-63 | 252.225-7012<br>DFARS  | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES  | APR/2002    |
| I-64 | 252.225-7014<br>DFARS  | PREFERENCE FOR DOMESTIC SPECIALTY METALS   | MAR/1998    |
| I-65 | 252.225-7031<br>DFARS  | SECONDARY ARAB BOYCOTT OF ISRAEL   | JUN/1992    |
| I-66 | 252.226-7001<br>DFARS  | UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES-DOD CONTRACTS                                | SEP/2001    |
| I-67 | 252.231-7000<br>DFARS  | SUPPLEMENTAL COST PRINCIPLES   | DEC/1991    |
| I-68 | 252.242-7000<br>DFARS  | POSTAWARD CONFERENCE   | DEC/1991    |
| I-69 | 252.242-7004<br>DFARS  | MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM  | DEC/2000    |
| I-70 | 252.243-7001<br>DFARS  | PRICING OF CONTRACT MODIFICATIONS  | DEC/1991    |
| I-71 | 252.243-7002<br>DFARS  | REQUESTS FOR EQUITABLE ADJUSTMENT  | MAR/1998    |
| I-72 | 252.245-7001<br>DFARS  | REPORTS OF GOVERNMENT PROPERTY   | MAY/1994    |
| I-73 | 252.246-7000<br>DFARS  | MATERIAL INSPECTION AND RECEIVING REPORT   | DEC/1991    |
| I-74 | 52.216-19              | ORDER LIMITATIONS  | OCT/1995    |

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of 1500;

|  |  |                      |
|--|--|----------------------|
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(2) Any order for a combination of items in excess of 1500 EA ITAP Suits; or

(3) A series of orders from the same ordering office within 360 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6029)

I-75                      52.216-21                      REQUIREMENTS                      OCT/1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 DEC 2007.

(End of clause)

(IF6031)

I-76                      52.217-9                      OPTION TO EXTEND THE TERM OF THE CONTRACT                      MAR/2000

(a) The Government may extend the term of this contract with two one-year options by written notice to the Contractor within 30 days of the preceding ordering period expiration date, which will allow the government to procure additional quantities within the ordering periods: 1 Oct 2004 - 30 Sep 2005 and 1 Oct 2005 - 30 Sep 2006. The preliminary notice does not commit the Government to order any quantity under the ordering periods.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 31 Dec 2007.

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(End of Clause)

(IF6071)

I-77 52.232-16 PROGRESS PAYMENTS - ALTERNATE III FEB/2002  
The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amount of \$2500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that will be paid to subcontractors -

(i) In accordance with the terms and conditions of a subcontract of invoice; and

(ii) Ordinarily prior to the submission of the Contractor's next payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless -

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for--

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed eighty percent (80%) of the total contract price.

(7) If a progress payment or the unliquidated progress payment exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2500. The Contracting Officer may make exceptions.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or eighty percent (80%) of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary

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liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

- (c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:
- (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).
  - (2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.
  - (3) Inventory allocated to this contract substantially exceeds reasonable requirements.
  - (4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.
  - (5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.
  - (6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.
- (d) Title. (1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.
- (2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.
- (i) Parts, materials, inventories, and work in process;
  - (ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;
  - (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and
  - (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract, e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.
- (4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.
- (5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable cost of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.
- (6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--
- (i) Delivered to, and accepted by, the Government under this contract; or
  - (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
- (e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.
- (f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

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(g) Reports and access to records. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights. (1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or division, if the following conditions are met: (1) The amounts included are limited to -

(i) The unliquidated reminder of financing payments made; plus

(ii) any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments -

(i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if (A) the Contractor defaults or (B) the subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments -

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if - (A) The Contractor defaults; or (B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments -

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and



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(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if - (A) The Contractor defaults; or (B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor's has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on Undefined Contract Actions. Notwithstanding any other progress payment provision in this contract, progress payments may not exceed eighty percent (80%) of costs incurred on work accomplished under undefined contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is defined. Costs incurred which are subject to this limitation shall be segregated on contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefined contract actions shall be liquidated at eighty percent (80%) of the amount invoiced for work performed under the undefined contract action as long as the contract action remains undefined. The amount of unliquidated progress payments for undefined contract actions shall not exceed eighty percent (80%) of the maximum liability of the Government under the undefined contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th date after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provision of the Prompt Payment Act.

(m) The provisions of this clause will not be applicable to individual orders at or below the simplified acquisition threshold.

(End of Clause)

(IF6185)

I-78      52.203-6      RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT      JUL/1995

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

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(IF7210)

I-79 52.203-7 ANTI-KICKBACK PROCEDURES JUL/1995

(a) Definitions.

Kickback, as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

Prime contract, as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

Prime Contractor, as used in this clause, means a person who has entered into a prime contract with the United States.

Prime Contractor employee, as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

Subcontract, as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

Subcontractor, as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

Subcontractor employee, as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

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(IF7211)

I-80                      52.209-3                      FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE II                      JAN/1997

(a) The Contractor shall test \* unit(s) of Lot/Item \* as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within \*\* calendar days from the date of this contract to \* marked 'FIRST ARTICLE TEST REPORT: Contract No.\_\_\_\_,Lot/Item No.\_\_\_\_.' Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

\* (See instructions regarding submission of First Article clause)

\*\* (See Schedule B)

(End of Clause)

(IF7116)

I-81                      52.209-6                      PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT                      JUL/1995

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase

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limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

I-82      52.215-8      ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT      OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

I-83      52.222-20      WALSH-HEALEY PUBLIC CONTRACTS ACT      DEC/1996

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

I-84      52.227-1      AUTHORIZATION AND CONSENT      JUL/1995

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the

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indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of Clause)

(IF7220)

I-85      52.245-2      GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (91-DEV-44) (AL 93-10)      DEC/1989

a. Government-furnished property. (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is" will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

b. Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any-

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

c. Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract -

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(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon -

- (A) Issuance of the material for use in contract performance;
- (B) Commencement of processing of the material or its use in contract performance; or
- (C) Reimbursement of the cost of the material by the Government, whichever occurs first.

d. Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

e. Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

f. Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

g. Risk of loss. Unless otherwise provided in this contract, the Contractor assume the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

h. Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Change clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for -

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

i. Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

j. Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government -

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

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k. Communications. All communications under this clause shall be in writing.

l. Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

(IF7112)

I-86      52.245-9      USE AND CHARGES (DEVIATION)

APR/1984

(a) Definitions.

As used this clause -

Acquisition cost means the acquisition cost recorded in the Contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

Government property means property owned or leased by the Government.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which government property is made available for commercial purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) General.

(1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental times in the formulae described in paragraph (c) of this clause.

(2) The contractor shall not use government property for commercial purposes, including Independent research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(c) Rental charge.

(1) Real property and associated fixtures.

(1) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c)(1)(iii) of this clause, the administrative contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.

(2) Other government property. the Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour -

Rental charge = (Rental Time in hours) (.02 per hour) (Acquisition cost)

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720 hours per month

(3) Alternate methodology. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(d) Rental payments.

(1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.

(2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the 61st day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.

(e) Use revocation. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(f) Unauthorized use. The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

(IF7121)

I-87                      52.245-17                      SPECIAL TOOLING (91-DEV-44) (AL 93-10)                      APR/1984

a. Definition. "Special tooling" means jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, all components of these items, and replacement of these items, that are of such a specialized nature that without substantial modification or alteration their use is limited to the development or production of particular supplies or parts thereof or performing particular services. It does not include material, special test equipment, facilities (except foundations and similar improvements necessary for installing special tooling), general or special machine tools, or similar capital items. Special tooling, for the purpose of this clause, does not include any item acquired by the Contractor before the effective date of this contract, or replacement of such items, whether or not altered or adapted for use in performing this contract, or items specifically excluded by the Schedule of this contract.

b. Use of special tooling. The Contractor agrees to use the special tooling only in performing this contract or as otherwise approved by the Contracting Officer.

c. Initial list of special tooling. If the Contracting Officer so requests, the Contractor shall furnish the Government an initial list of all special tooling acquired or manufactured by the Contractor for performing this contract (but see paragraph (d) for tooling that has become obsolete). The list shall specify the nomenclature, tool number, related product part number (or service performed), and unit or group cost of the special tooling. The list shall be furnished within 60 days after delivery of the first production end item under this contract unless a later date is prescribed.

d. Changes in design. Changes in the design or specifications of the end items being produced under this contract may affect the interchangeability of end item parts. In such an event, unless otherwise agreed to by the Contracting Officer, the Contractor shall notify the Contracting Officer of any part not interchangeable with a new or superseding part. Pending disposition instructions, such usable tooling shall be retained and maintained by the Contractor.

e. Contractor's offer to retain special tooling. The Contractor may indicate a desire to retain certain items of special tooling at the time it furnishes a list or notification pursuant to paragraphs (c), (d), or (h) of this clause. The Contractor shall furnish a written offer designating those items that it wishes to retain by specifically listing the items or by listing the particular products, parts, or services for which the items were used or designed. The offer shall be made on one of the following bases:

(1) An amount shall be offered for retention of the items free of any Government interest. This amount should ordinarily not



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be less than the current fair value of the items, considering among other things, the value of the items to the Contractor for use in future work.

(2) Retention may be requested for a limited period of time and under terms as may be agreed to by the Government and the Contractor. This temporary retention is subject to final disposition pursuant to paragraph (i) of this clause.

f. Property control records. The Contractor shall maintain adequate property control records of all special tooling in accordance with its normal industrial practice. The records shall be made available for Government inspection at all reasonable times. To the extent practicable, the Contractor shall identify all special tooling subject to this clause with an appropriate stamp, tag, or other mark.

g. Maintenance. The Contractor shall take all reasonable steps necessary to maintain the identity and existing condition of usable items of special tooling from the date such items are no longer needed by the Contractor until final disposition under paragraph (i) of this clause. These maintenance requirements do not apply to those items designated by the Contracting Officer for disposal as scrap or identified as of no further interest to the Government under paragraph (i)(4) of this clause. The Contractor is not required to keep unneeded items of special tooling in place.

h. Final list of special tooling. When all or a substantial part of the work under this contract is completed or terminated, the Contractor shall furnish the Contracting Officer a final list of special tooling with the same information as required for the initial list under paragraph (c) of this clause. The final list shall include all items not previously reported under paragraph (c). The Contracting Officer may provide a written waiver of this requirement or grant an extension. The requirement may be extended until the completion of this contract together with the completion of other contracts and subcontracts authorizing the use of the special tooling under paragraph (b) of this clause. Special tooling that has become obsolete as a result of changes in design or specification need not be reported except as provided for in paragraph (d).

i. Disposition instructions. The Contracting Officer shall provide the Contractor with disposition instructions for special tooling identified in a list or notice submitted under paragraphs (c), (d), or (h) of this clause. The instructions shall be provided within 90 days of receipt of the list or notice, unless the period is extended by mutual agreement. The Contracting Officer may direct disposition by any of the methods listed in subparagraphs (1) through (4) of this paragraph, or a combination of such methods. Any failure of the Contracting Officer to provide specific instructions within the 90 day period shall be construed as direction under subparagraph (i)(3).

(1) The Contracting Officer shall give the Contractor a list specifying the products, parts, or services for which the Government may require special tooling and request the Contractor to transfer title (to the extent not previously transferred under any other clause of this contract) and deliver to the Government all usable items of special tooling that were designed for or used in the production or performance of such products, parts or services and that were on hand when such production or performance ceased.

(2) The Contracting Officer may accept or reject any offer made by the Contractor under paragraph (e) of this clause to retain items of special tooling or may request further negotiation of the offer. The Contractor agrees to enter into the negotiations in good faith. The net proceeds from the Contracting Officer's acceptance of the Contractor's retention offer shall either be deducted from amounts due the Contractor under this contract or shall be otherwise paid to the Government as directed by the Contracting Officer.

(3) The Contracting Officer may direct the Contractor to sell, or dispose of as scrap, for the account of the Government, any special tooling reported by the Contractor under this clause. The net proceeds of all sales shall either be deducted from amounts due the Contractor under this contract or shall be otherwise paid to the Government as directed by the Contracting Officer. To the extent that the Contractor incurs any costs occasioned by compliance with such directions, for which it is not otherwise compensated, the contract price shall be equitably adjusted in accordance with the Changes clause of this contract.

(4) The Contracting Officer may furnish the Contractor with a statement disclaiming further Government interest or rights in any of the special tooling listed.

j. Storage or shipment. The Contractor shall promptly transfer to the Government title to the special tooling specified by the Contracting Officer and arrange for either the shipment or the storage of such tooling in accordance with the final disposition instructions in subparagraph (i)(1) of this clause. Tooling to be shipped shall be properly packaged, packed, and marked in accordance with the directions of the Contracting Officer. Tooling to be stored shall be stored pursuant to a storage agreement between the Government and the Contractor, and as directed by the Contracting Officer. Tooling shipped or stored shall be accompanied by operation sheets or other appropriate data necessary to show the manufacturing operations or processes for which the items were used or designed. To the extent that the Contractor incurs costs for authorized storage or shipment under this paragraph and not otherwise compensated for, the contract price shall be equitable adjusted in accordance with the Changes clause of this contract.

k. Subcontract provisions. In order to perform this contract, the Contractor may place subcontracts (including purchase orders) involving the use of special tooling. If the full cost of the tooling is charged to those subcontracts, the Contractor agrees to include in the subcontracts appropriate provisions to obtain Government rights comparable to the rights of the Government under this clause (unless the Contractor and the Contracting Officer agree that such rights are not of substantial interest to the Government). The Contractor agrees to exercise such rights for the benefit of the Government as directed by the Contracting Officer.

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(End of clause)

(IF7110)

I-88 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-89 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS OCT/2001  
DFARS

(a) Definition. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at <http://www.dcma.mil/onebook/0.0/0.2/reports/modified/xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: \_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal Specification or Standard: \_\_\_\_\_

Affected Contract Line Item Number, Subline Item Number, Component, or Element: \_\_\_\_\_

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but

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(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

SECTION J - LIST OF ATTACHMENTS

| <u>List of</u><br><u>Addenda</u> | <u>Title</u>                              | <u>Date</u> | <u>Number</u><br><u>of Pages</u> | <u>Transmitted By</u> |
|----------------------------------|---|-------------|----------------------------------|-----------------------|
| Exhibit A                        | DD1423, CDRL                              | 05-MAY-2002 | 002                              |                       |
| Attachment 001                   | DESC/SPEC FOR ITAP SUIT                   | 01-APR-2002 | 002                              |                       |
| Attachment 002                   | ADDENDUM SOW FOR ITAP SUIT                | 21-MAY-2002 | 008                              |                       |
| Attachment 003                   | PRICING SHEET                             |             | 001                              |                       |
| Attachment 004                   | LIST OF GOVERNMENT FURNISHED PROPERTY     |             | 001                              |                       |
| Attachment 005                   | CONTRACTOR/GOVERNMENT TEST FACILITIES     | 01-MAR-2001 | 002                              |                       |
| Attachment 006                   | INSTRUCTIONS FOR COMPLETING DD1423        |             | 001                              |                       |
| Attachment 007                   | GUIDANCE ON DOCUMENTATION OF CDRL         |             | 002                              |                       |
| Attachment 008                   | DOCUMENT SUMMARY LIST                     |             | 002                              |                       |
| Attachment 009                   | TABLES 1, 2 AND 3: REVISED FA TEST MATRIX | 01-MAY-2002 | 003                              |                       |
| Attachment 010                   | PERFORMANCE SPECIFICATION MIL-PRF-XXX     | 08-MAR-2002 | 026                              |                       |